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B3267 P0248

THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.

**CONSERVATION EASEMENT DEED**

NOW COMES Henry Saltonstall and Cecilia D. Saltonstall, husband and wife, of 7 RiverWoods Drive, #F-119, Exeter, County of Rockingham, State of New Hampshire 03833; Kent Saltonstall of 22805 Woodway Park Road, Edmonds, Washington 98020; Caroline S. Robinson and Nelson B. Robinson of 61 Stratham Heights Road, Stratham, New Hampshire 03885; Ellen Saltonstall Kushner of 17 East 16 Street, New York, New York 10003; (hereinafter sometimes referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns),

FOR CONSIDERATION PAID, grants to Rockingham Land Trust, a New Hampshire not-for-profit corporation, with an address c/o Rockingham Planning Commission, 121 Water Street, Exeter, County of Rockingham, State of New Hampshire, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns)

WITH WARRANTY COVENANTS, in perpetuity the following described Conservation Easement on land in the Town of Stratham and Town of Exeter, County of Rockingham, State of New Hampshire, said land being shown as Parcels "B" and "C" on a certain plan entitled, "Plat of Land for Dr. Henry Saltonstall in Stratham & Exeter, N.H." dated November 1996, recorded in the Rockingham County Registry of Deeds on December 12, 1997, as Plan No. D-25932, which land is further described in Exhibit "A" attached hereto, pursuant to New Hampshire RSA 477:45-47, exclusively for conservation purposes, namely:

1. To assure that the Easement Area will be retained forever in its undeveloped, scenic, and open space condition, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and,
2. To preserve the land subject to this Easement for the outdoor education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

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3. To preserve open spaces, particularly the agricultural land, of which the land area subject to this Easement granted hereby consists, for both the scenic enjoyment of the general public, which has a view of a major portion of the land in agricultural use from the public highways; and to fulfill the agricultural purposes; and

To protect water supplies and, in particular, a portion of the public drinking water supply of the Town of Exeter, a portion of the watershed of which lies within the subject premises; and

To preserve land for the protection of species of native floral and fauna; and

To preserve open spaces, particularly the productive forest land, of which the land area subject to this Easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A:1 which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources" to yield significant public benefit in connection therewith;

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to those certain parcels of land (herein referred to as the "Property" - see Exhibit "A") being lands situated in the Town of Stratham and Town of Exeter, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

Description of Ecological Values of the Property. The 80.1 acres of property to be preserved by this easement is one of the few remaining productive farms in Stratham. The family which has owned it for 52 years expects to farm it well into the future. This land is of special importance to the Town of Stratham because of its exceptional scenic, agricultural and open space qualities.

Stratham is 60 miles north of Boston. It is within the northeast corridor which has had an exceptionally rapid population growth in the last 20 years. The rural and historic character of the Town is continuously being lost to small business and residential development. The Town has repeatedly

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voiced support for the preservation of its rural character and active farm land.

This land to be preserved has the following features:

1. High Quality Farmland: 8 acres of prime farmland (also qualifying as unique farmland) and 14 acres of farmland of Statewide importance. All 22 acres are in active use. It is a certified organic farm.
2. Productive Woodland: 25 acres of white pine type and 15 acres of mixed hardwoods have been well maintained by a series of selective cuttings.
3. Important Wetland: 20 acres of wetland and unproductive wildland is traversed by a stream which overlies an aquifer and helps to preserve the water quality of the Town of Exeter.
4. Scenic Quality: The farmland has 1150 feet of open frontage on Stratham Heights Road which is a major Town road. It has an elevation of 170 feet above sea level and has an almost 180 degree unobstructed distant view in a southerly direction. It is the most valued scenic view in the Town of Stratham.
5. The Exeter & Hampton Electric Company has a 100 foot wide right-of-way through woodland near the southern border of the property. These are no other encumbrances. There is no mortgage or lien on the property. During 50 years of occupancy by the present owners, there has been no dumping of hazardous materials and no reason to suspect any kind of soil contamination.

Summary: The land to be preserved consists of high quality active farmland with unusual scenic attributes, productive woodland and important wetland. A report on file with Grantee includes aerial photographs and appropriate maps and an appraisal summary.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities and that such activities will not cause



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significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof, "agriculture" and "forestry" shall include agriculture, animal husbandry, floriculture, aquaculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; the cutting and sale of timber and other forest products not detrimental to the purposes of this easement, and the maintenance of lawns and gardens.

ii. Agriculture and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S.D.A. Natural Resources Conservation Service (formerly the U.S. Soil Conservation Service), or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership except for Parcel "B" as shown on the aforesaid Plan which may be conveyed separately from Parcel "C". Parcel "B" may be subdivided in turn into up to four lots and conveyed subject to this Conservation Easement to owners of abutting properties.

C. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, mobile home, or other structures, buildings or improvements for which the primary purpose is unrelated to the agricultural, forestry, open space, or noncommercial outdoor recreational uses of the lands, shall be constructed, placed or introduced onto the Easement Area. Ancillary structures and improvements including, but not limited to roads, dams, fences, bridges, culverts, barns, maple sugar houses, or sheds may be constructed, placed, or introduced onto the property only as may be necessary in the accomplishment of the agricultural, forestry, conservation or noncommercial outdoor recreational uses of the property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface



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water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this Easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Easement Area, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, storage, injection or burial of refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes, except that the composting of vegetative matter may be conducted.

H. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density.

## 2. RESERVED RIGHTS

Grantors, for themselves, their heirs and assigns, reserve the right to:

A. Maintain, relocate, repair or replace utilities, and particularly the septic systems and leach fields, on the Property to serve the property directly across Stratham Heights Road as shown on the aforesaid Plan, being now of Caroline S. Robinson and Nelson B. Robinson, their heirs and assigns.

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- B. Maintain, relocate, repair or replace utilities, and particularly the septic systems and leach fields, for not more than two additional residences located on other land now of any of the Grantors, their heirs and assigns, in locations of their choice.
- C. Create and maintain ponds for the purpose of agriculture, fire protection, wildlife habitat enhancement, in accordance with a plan developed by the U.S.D.A. Natural Resources Conservation Service (formerly the U.S. Soil Conservation Service) or other similar agency then active.
- D. Post against trespass, hunting and fishing.
- E. Maintain a lawn and garden on the area subject to this Easement.
- F. Grant from time to time to public and private schools the right to undertake educational and recreational activities on the easement area provided those activities do not materially interfere with the purposes of this Easement, such activities are intended to include such things as nature education, agricultural education, forestry education, hiking, cross-country running, cross-country skiing, and such other activities not involving the use of motorized vehicles and not appreciably changing the landscape.
- G. Construct and maintain an irrigation system to assist in fulfilling the agricultural purposes of this Easement.
- H. Construct and maintain ancillary structures or improvements such as a road; dam; fence; bridge; culvert; barn; maple sugar house; solar, wind or hydro-electric generating plants provided the power generated therefrom is principally designed for use on the Property to serve the agricultural purposes of the Easement and no more than three residences on abutting land of Grantors, their heirs and assigns, (whether or not said Property is retained by Grantors or conveyed to other persons or entities); and sheds; all of which may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property as long as they are not detrimental to the purposes of this Easement provided however that:
- i. There shall be no more than two wind towers and any solar component shall not materially obstruct the scenic view of the Property from a public road.



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ii. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property.

1. The Grantors must notify the Grantee in writing at least thirty (30) days before undertaking any construction, relocation or enlargement activities in exercising the aforesaid reserved rights provided for in this Easement.

3. AFFIRMATIVE RIGHTS OF GRANTEE

The Grantee shall have reasonable access to the Property and all of its parts for such inspection at reasonable times as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantors agree to notify the Grantee in writing within ten (10) days after the transfer of title of the Property or any division of ownership permitted hereby.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. TRANSFER OF BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to any qualified organization within the meaning of Section 170(h)(3) of the U.S. Internal Revenue Code, or the State of New Hampshire, or the U.S. government or any subdivision of either of them consistent with Section 170 (c)(1) of said Code, amended, which government unit or organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantors in writing of such breach



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of conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantors shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantors shall promptly notify the Grantee of their actions taken under this section.

C. If the Grantors fail to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantors' name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantors, provided that the Grantors are directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantors for any injury to or change in the Property resulting from causes beyond the Grantors' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantors reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

#### 7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantors and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and

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the Grantee in the following proportions:      Grantor: 10.85%,  
Grantee: 89.15%.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

**8. ARBITRATION OF DISPUTES**

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantors and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

**9. SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

**10. NOTICES**

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, return receipt requested, to the appropriate address set forth above or at such other address as

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the Grantors or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

This is not the homestead property of any of the Grantors.

IN WITNESS WHEREOF, we hereunto set our hands this 21<sup>st</sup> day of January, 1998.

Roxanne H. Tuley  
Witness

Roxanne H. Tuley  
Witness

Cynthia J. Baker  
Witness

Roxanne H. Tuley  
Witness

Roxanne H. Tuley  
Witness

[Signature]  
Witness

Henry Saltonstall  
Henry Saltonstall

Cecilia D. Saltonstall  
Cecilia D. Saltonstall

Kent Saltonstall  
Kent Saltonstall

Caroline S. Robinson  
Caroline S. Robinson

Nelson B. Robinson  
Nelson B. Robinson

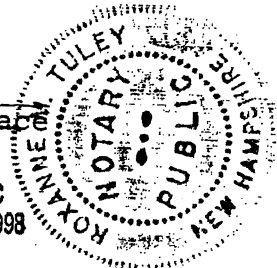
Ellen Saltonstall Kushner  
Ellen Saltonstall Kushner

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 21<sup>st</sup> day of January, 1998, before me personally appeared Henry Saltonstall and Cecilia D. Saltonstall, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Roxanne H. Tuley  
Notary Public/Justice of the Peace

ROXANNE M. TULEY, NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 3, 1998



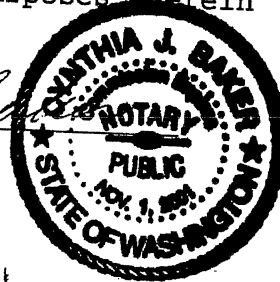


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STATE OF WASHINGTON  
COUNTY OF SNOHOMISH, ss.

On this 26 day of January, 1998, before me personally appeared Kent Saltonstall, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

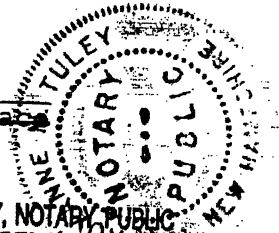
Cynthia J. Baker  
Notary Public  
CYNTHIA BAKER



STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 21<sup>st</sup> day of January, 1998, before me personally appeared Caroline S. Robinson and Nelson B. Robinson, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Roxanne M. Tuley  
Notary Public/Justice of the Peace



ROXANNE M. TULEY, NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 3, 1998

STATE OF NEW YORK  
COUNTY OF NEW YORK, ss.

On this 3rd day of February, 1998, before me personally appeared Ellen Saltonstall Kushner, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.

Vivian Heim  
Notary Public



VIVIAN HEIM  
NOTARY PUBLIC, State of New York  
No. 01HE4963152  
Qualified in New York County  
Certificate Filed in Queens County  
Commission Expires March 5, 1998

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ACCEPTED:

Rockingham Land Trust

By: Peter A. Dow  
Title: Chairman President  
Duly Authorized

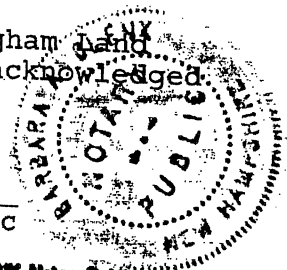
Date: 2/4/98, 1998

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

Personally appeared PETER A. DOW of Rockingham Land Trust this 4<sup>th</sup> day of FEBRUARY, 1998, and acknowledged the foregoing on behalf of Rockingham Land Trust.  
Before me,

Barbara A. Blenk  
Justice of the Peace/Notary Public  
My Commission Expires:

BARBARA A. BLENK, Notary Public  
My Commission Expires May 12, 1998



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**B3267 P0260**

**EXHIBIT A**

A certain tract or parcel of land situated partly in Stratham and partly in Exeter, Rockingham County, State of New Hampshire on the southwesterly sideline of Stratham Heights Road, so-called, shown on a certain plan entitled "Plat of Land For Dr. Henry Saltönstall in Stratham & Exeter, N.H." dated November, 1996, Parker Survey Assoc., Inc., recorded in the Rockingham County Registry of Deeds on December 12, 1997 as Plan D-25932, as Parcels B and C, and being more particularly bounded and described as follows:

Beginning at a point marked by a set hub on the southwesterly sideline of said Stratham Heights Road at the northeasterly corner of the within described premises and which point is also the northwesterly corner of land now or formerly of J. Smith as shown on said plan, and running S 33° 43' 10" W 232.64 feet to a set drill hole; thence continuing S 34° 03' 20" W 492.33 feet to a set drill hole; thence continuing S 32° 58' 35" W 201.75 feet to a point at the southwesterly corner of land now or formerly of J. Smith as shown on said plan; the last three courses being partly along a stone wall and the westerly boundary of said land now or formerly of J. Smith; thence turning and running along the northerly bound of Parcel B as shown on said plan by the following courses and distances: S 63° 47' 59" E 119.70 feet, S 67° 14' 42" E 199.97 feet, S 74° 14' 19" E 193.32 feet, S 80° 02' 20" E 99.62 feet and S 58° 23' 34" E 92.66 feet to a point on the westerly sideline of Guinea Road, so-called; thence turning and running in a southerly direction along the westerly sideline of Guinea Road, so-called, 463.82 feet to a point at the center of the brook and the northeasterly corner of Parcel A as shown on said plan; thence turning and running in a generally westerly direction along the center of the brook a distance of 815 feet +/- as shown on said plan to a point on the easterly bound of Parcel C as shown on said plan; thence turning and running S 19° 32' 34" W along the easterly bound of said Parcel C and which bound is also the westerly bound of Parcel A as shown on said plan 743.61 feet to a point at the southwesterly corner of Parcel A as shown on said plan at a set stake; thence turning and running S 71° 23' 00" E along a stone wall and the southerly bound of Parcel A 130.23 feet to a point marked by a set drill hole in said stone wall; thence turning and running along the following five courses and distances along the westerly bound of land now or formerly of A. Baillargeon: S 37° 51' 50" W 95.64 feet, S 18° 50' 50" E 158.57 feet, S 01° 06' 40" W 271.25 feet, S 01° 55' 40" E 243.64 feet and S 01° 31' 10" E 22.92 feet to the northeasterly sideline of the Exeter-Hampton Expressway; thence turning and running in a generally northwesterly direction along the northeasterly bound of the Exeter-Hampton Expressway along a curve to the right having a radius of 5,575.00 feet a distance of 1,490.76 feet to a point marked by a New Hampshire Highway Department marker; thence continuing along the same curve to the right having a radius of 5,575.00 feet a distance of 68.75 feet to a point; thence continuing along the same curve to the right with a radius of 5,575.00 feet a distance of 491.97 feet to a point at land now or formerly of Marble as shown on said plan; thence turning and running N 42° 23' 20" E along the southeasterly bound of said Marble land 521.35 feet to a point; thence continuing N 35° 32' 40" E along land of said Marble 287.08 feet to a set drill hole at the terminus of a stone wall as shown on said plan; thence continuing N 36° 00' 10" E along land of said Marble and said stone wall 340.50 feet to a point marked by a set drill hole; thence turning and running N 60° 45' 10" W along a stone wall 172.89



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feet to a set drill hole; thence continuing N 59° 05' 30" W along said stone wall 263.67 feet to a point; thence proceeding in a northeasterly direction along a stone wall as follows: N 46° 44' 00" E 173.83 feet; N 46° 12' 50" E 256.90 feet; N 46° 13' 40" E 516.59 feet; and, N 46° 14' 30" E 181.94 feet +/- to the southerly sideline of Stratham Heights Road, so-called; the last six courses and distances being all along land now or formerly of Marble; thence proceeding along the southerly sideline of Stratham Heights Road, so-called, in a generally southeasterly direction to the point of beginning, the frontage along said Stratham Heights Road, so-called, being 1,161.51 feet +/-, according to said plan; the within described premises being Parcels B and C and containing 7.3 acres +/- and 72.80 acres +/-, respectively, according to said plan.

This deed is given subject to certain rights, exclusions and reservations, including life estates, more particularly described in the deed from Henry Saltonstall and Cecilia D. Saltonstall to Kent Saltonstall, Henry Saltonstall, Jr., Ellen Saltonstall and Caroline S. Saltonstall dated December 29, 1986 and recorded in the Rockingham Country Registry of Deeds at Book 2652, Page 1679.

Subject to an easement to the parcel of land directly across Stratham Heights Road now of Caroline S. Robinson and Nelson B. Robinson for the location, operation, maintenance and repair of a septic system to service the area shown on the Plan on the northeast side of Stratham Heights Road as belonging to Saltonstall.

Meaning and intending to be Parcel "B" and Parcel "C" but not Parcel "A" or the land on the northeast side of Stratham Heights Road as shown on said Plan.

For reference see:

1. Deed from Henry Saltonstall and Cecilia D. Saltonstall to Kent Saltonstall, Henry Saltonstall, Jr., Ellen Saltonstall and Caroline S. Saltonstall dated December 29, 1986 and recorded in the Rockingham Country Registry of Deeds at Book 2652, Page 1679;
2. Deed from Kent Saltonstall, Henry Saltonstall, Jr., Ellen Saltonstall and Caroline S. Saltonstall to Caroline S. Saltonstall, Trustee of the Stratham Heights Road Land Trust dated May 5, 1987 and recorded in the Rockingham Country Registry of Deeds at Book 2678, Page 0570;
3. Deed from Caroline S. Saltonstall, Trustee of the Stratham Heights Road Land Trust to Kent Saltonstall, Henry Saltonstall, Jr., Ellen Saltonstall and Caroline S. Robinson dated July 7, 1997 and recorded in the Rockingham County Registry of Deeds at Book 3257, Page 1688; and,
4. Deed from Henry Saltonstall, Jr. to Caroline S. Robinson and Nelson B. Robinson dated September 22, 1997 and recorded in the Rockingham County Registry of Deeds at Book 3257, Page 1690.